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12 **UNITED STATES DISTRICT COURT**

13 **DISTRICT OF NEVADA**

14 ROBERT C. GIEZIE

15 Plaintiff,

16 v.

17 VALLEY HEALTH SYSTEM, LLC, dba
18 Spring Valley Hospital, a Delaware
19 Corporation and Does I-X inclusive,

20 Defendant.

21 Case No. 2:12-CV-00036-ECR-GWF

22 **STIPULATED PROTECTIVE ORDER
23 GOVERNING CONFIDENTIAL
24 INFORMATION**

25 Pursuant to Federal Rule of Civil Procedure 26(c), Plaintiff Robert Giezie ("Plaintiff") and
26 Defendant Valley Health System, LLC dba Spring Valley Hospital ("Defendant"), (collectively,
27 the "Parties"), hereby submit this proposed Stipulated Protective Order for the purpose of
28 ensuring that confidential information exchanged during discovery or potentially submitted to the
Court by the Parties is not disclosed to or used for any purpose outside of the above captioned
lawsuit. Accordingly, the Parties hereby stipulate, subject to approval and entry by the Court, to
the following:

29 **I. Definitions and Terms**

30 1. "Confidential Information" means any document, information, or material that the
31 producing party or protected person reasonably believes not to be in the public domain and

1 reasonably believes contains information regarding an employee and/or former employee or
2 patient of Defendant other than Plaintiff to which an individual or company has an established
3 and legitimate right to privacy or confidentiality.

4 2. "Disclosed" is used in its broadest sense and includes, *inter alia*, directly or
5 indirectly shown, divulged, revealed, produced, described, transmitted or otherwise
6 communicated, in whole or in part.

7 3. "Discovery Material(s)" means any documents, answers to interrogatories,
8 responses to requests for admission, deposition testimony, deposition transcripts and exhibits,
9 other responses to requests for information and/or written information, whether produced
10 voluntarily or involuntarily, in response to discovery requests in this litigation by any party.

11 4. "Document" is defined as the term is used in Federal Rule of Civil Procedure 34.

12 5. "Under seal" is defined as sealing confidential documents consistent with the
13 procedure laid out by LR 10-5 of the Local Rules for the District of Nevada. In the event that the
14 Clerk's office for the Southern Division of the District of Nevada publishes a new procedure for
15 the filing of documents under seal, the Parties may follow said published procedure.

16 **II. Types of Materials that May be Designated as Confidential**

17 Any Discovery Material or other documents, information, or materials may be designated
18 by a producing party as Confidential under this Order. The assertion of this designation of
19 "Confidential" shall constitute a representation to the Court that counsel for the producing party
20 or protected person believes in good faith that the material so designated constitutes Confidential
21 Information as defined in this Order. Except with the prior written consent of the producing party
22 or by court order or as otherwise compelled by force of law, no Discovery Materials or other
23 documents, information, or materials stamped "Confidential" may be disclosed to any person
24 except as permitted in section IV.

1 **III. Designation of Discovery Materials as Confidential**

2 A producing party may designate as confidential Discovery Materials or other documents,
3 information, or materials containing confidential information by stamping or otherwise marking
4 the designated material as "Confidential," and producing it and listing it on the log in the form
5 attached as Exhibit A. Each Party shall maintain a log for the documents they have produced that
6 have been designated "Confidential," and produce an updated log, containing all designations,
7 when producing documents or information that are designated "Confidential." The fact that a
8 document is stamped "Confidential" by one party shall not be construed as an admission by any
9 other party that such document is confidential, nor shall it limit or preclude the right of any party
10 to object to the "Confidential" designation and to file any appropriate motion(s) to determine the
11 propriety of such designation. If the producing party inadvertently fails to stamp or otherwise
12 appropriately designate or list certain documents, material, or information as "Confidential" upon
13 their production or disclosure, such inadvertent failure to designate shall not constitute nor be
14 deemed a waiver of a subsequent claim of protected treatment under this Order.

15 **IV. Permissible Use of "Confidential" Information, Documents, or Materials**

16 Notwithstanding Section II, documents stamped "Confidential" may only be disclosed to:
17 (i) the Parties; (ii) all attorneys representing the Parties in this matter; (iii) para-professionals,
18 secretaries, and other non-attorney personnel that are employed by firms or by individual
19 attorneys representing the Parties in this matter, but only to the extent that disclosure to such
20 person(s) is necessary in order for them to assist attorneys in connection with this matter; and (iv)
21 the court and all court personnel, including stenographers employed to record and transcribe
22 testimony given upon sworn statement, deposition, and/or trial. To the extent such Confidential
23 Information may be disclosed to court personnel or filed with the Court it may, upon a showing
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1 sufficient to satisfy the requirements of the Court, be done Under Seal, but need not be filed
2 Under Seal *provided* the name of any employee or former employee of Defendant has been
3 redacted and replaced with the employee's initials only.

4 Persons obtaining access to Discovery Materials or other documents, information, or
5 materials stamped "Confidential" pursuant to this Order shall use the information only for the
6 purpose of this matter, through and including appeal(s) and shall not use such information for any
7 other purpose, including business, governmental, commercial, administrative, or judicial
8 proceedings, unless required by court order or being compelled by force of law. If any person
9 receiving information covered by this Agreement is: (a) subpoenaed in another action or
10 proceeding; (b) served with a request or demand in another action to which he, she, or it is a
11 party; or (c) served with any other legal process by one not a party to this action, seeking
12 information designated as "Confidential" pursuant to this Order, the subpoenaed party shall
13 promptly give written notice, by hand or facsimile transmission, within forty-eight (48) hours of
14 receipt of such subpoena, request, demand, or legal process to the party that produced or
15 designated the material as "Confidential." The subpoenaed party or anyone else subject to this
16 Order shall be under no obligation to take any other action or measures to preserve the
17 confidentiality of any such information in connection with such subpoena, request, demand, or
18 legal process. Nothing herein shall be construed as requiring the subpoenaed party or anyone else
19 covered by this Order to challenge or appeal any order requiring production of Confidential
20 Information, to subject itself to any penalties for non-compliance with any legal process or order,
21 or to seek any relief from the court.

22 **V. Miscellaneous**

23 1. The provisions of this Agreement shall not terminate at the resolution of this
24 matter.

1 2. Within thirty (30) days after the final conclusion of this matter documents stamped
2 "Confidential" and all copies of such documents, other than exhibits of record, shall be destroyed
3 or returned to the party who produced the documents and designated them as "Confidential."

4 3. Nothing in this Agreement shall prevent any party or other person from seeking
5 modification of this Agreement or from objecting to discovery that it believes to be otherwise
6 improper. This Agreement, however, shall not be modified absent an order of the court or the
7 written agreement of all the Parties hereto.

8 Dated this 19th day of April, 2012

9 The Gage Law Firm, PLLC

10 Jackson Lewis LLP

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12 _____
13 /s/ Ivy Gage
14 Ivy Gage, Bar No. 5958
15 Summergeate Corporate Center
16 7674 W. Lake Mead Blvd., Ste. 108
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19 *Attorneys for Plaintiff*

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21 /s/ Elayna J. Youchah
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23 Kelly R. Kichline, Bar No. 10642
24 3800 Howard Hughes Parkway, Suite 600
25 Las Vegas, Nevada 89169

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27 *Attorneys for Defendant*

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19 **ORDER**

20 IT IS SO ORDERED April 24, 2012.

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23 GEORGE FOLEY, JR.
24 United States Magistrate Judge